

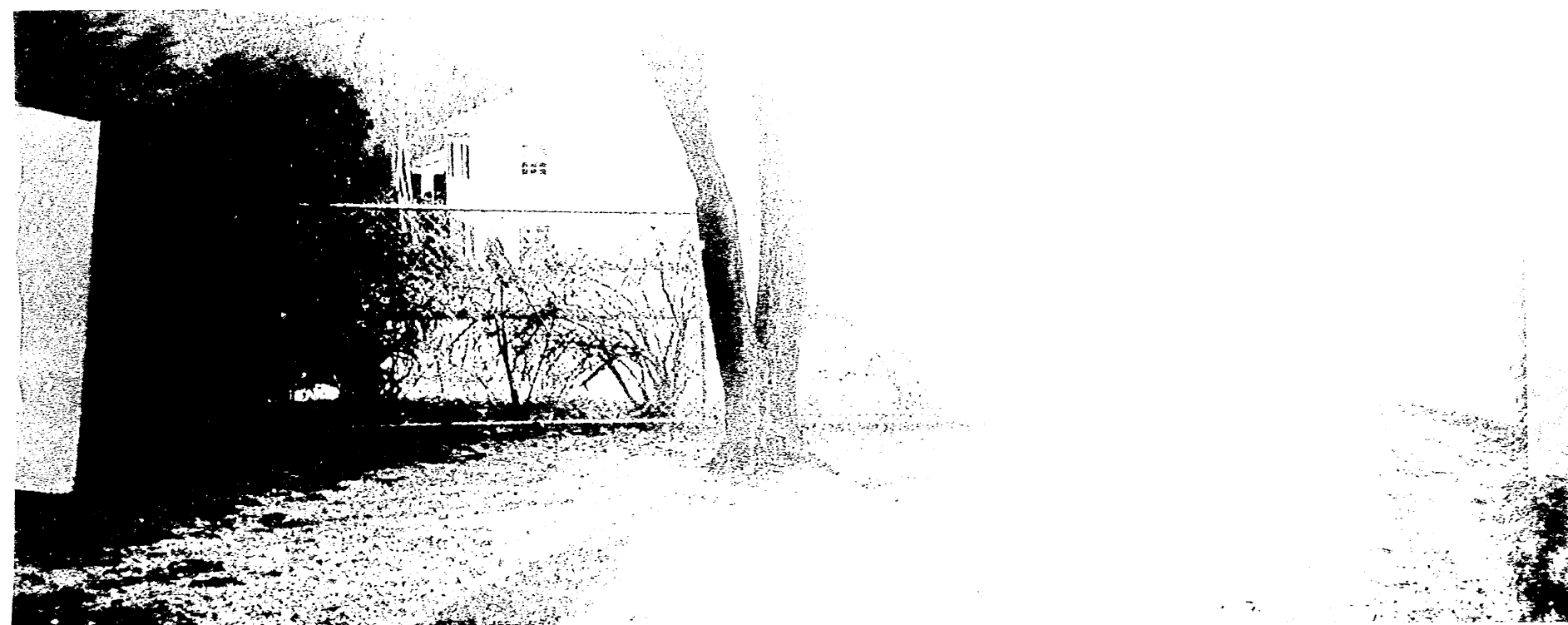
ZB# 98-4

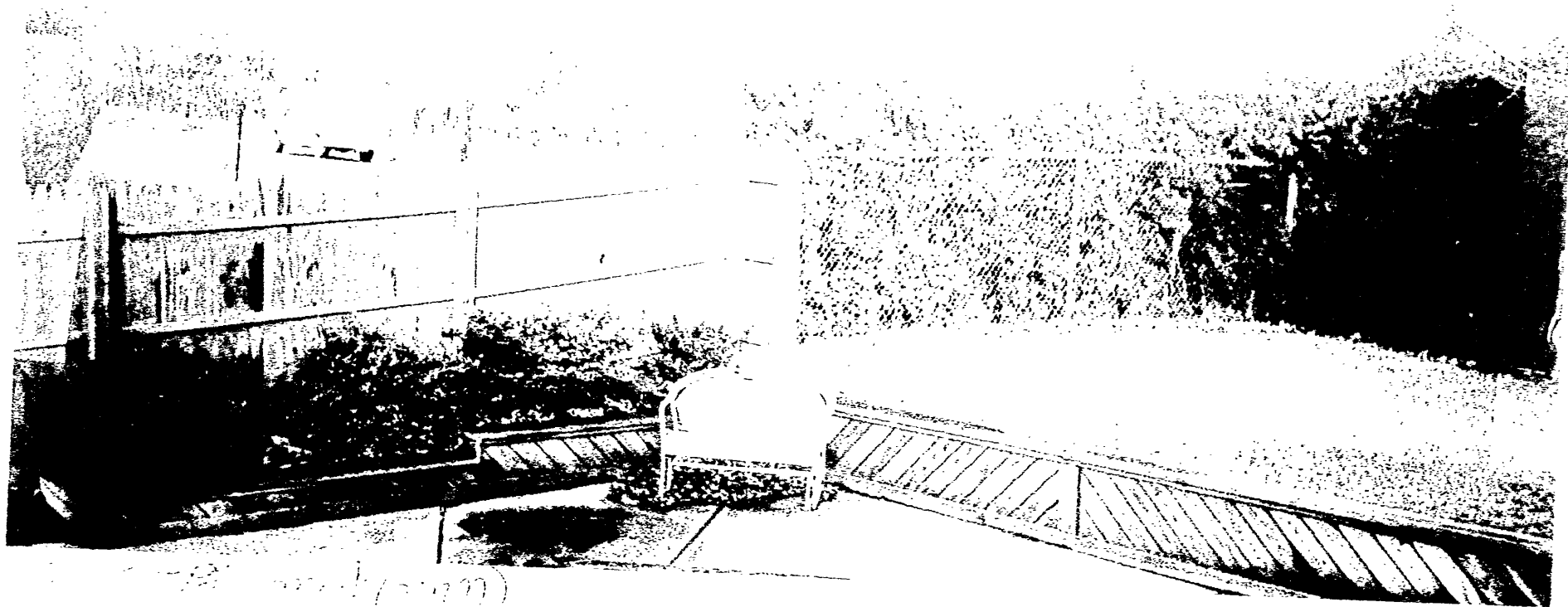
Edwin Metzger

25-2-2

#98-04 Metzger, Edwin
(Arle) Pence ~~#~~ 25-2-2

Prelim.
Jan. 12, 1998
(Applicant has exp.)
Debt / Title Policy
Photos here for paid
fees paid
Public Hearing:
Feb. 9, 1998.
Area variance
Granted.
Refund:
\$ 198.50





130 (1000)

130 (1000)

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Witzke

FILE# 98-4

RESIDENTIAL: \$50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA ☒

USE ☐

APPLICATION FOR VARIANCE FEE \$ 50.00

* * *

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 300.00

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 1/12/98: 4 pages \$ 18.00
2ND PRELIMINARY- PER PAGE 2/9/98: 3 pages \$ 13.50
3RD PRELIMINARY- PER PAGE \$
PUBLIC HEARING - PER PAGE \$
PUBLIC HEARING (CONT'D) PER PAGE \$

TOTAL \$ 31.50

ATTORNEY'S FEES: \$35.00 PER MEEETING

PRELIM. MEETING: 1/12/98 \$ 35.00
2ND PRELIM. 2/9/98 \$ 35.00
3RD PRELIM. \$
PUBLIC HEARING. \$
PUBLIC HEARING (CONT'D) \$

TOTAL \$ 70.00

MISC. CHARGES:

..... \$

TOTAL \$ 101.50

LESS ESCROW DEPOSIT \$ 300.00

(ADDL. CHARGES DUE) \$

REFUND DUE TO APPLICANT . \$ 198.50

paid 1/27/98 ck # 2285
paid 1/27/98 ck # 2286

[illegible]

DR. EDWIN J. METZGER
KATHLEEN A. METZGER
81 HUDSON DR.
NEW WINDSOR, NY 12553-7429

50-225-623
219
0232118109
1/27/98

2285

Pay to the order of Town of New Windsor \$ 50.00

Fifty

THE BANK OF NEW YORK
353 Windsor Highway
New Windsor, NY 12553

28A
98-04
J. Kathleen A. Metzger

⑆021902352⑆ ⑆0232118109⑆ 2285

DR. EDWIN J. METZGER
KATHLEEN A. METZGER
81 HUDSON DR.
NEW WINDSOR, NY 12553-7429

50-225-623
219
0232118109
1/27/98

2286

Pay to the order of Town of New Windsor \$ 300.00

Three hundred

THE BANK OF NEW YORK
353 Windsor Highway
New Windsor, NY 12553

To be held in trust for 28A
98-04 J. Kathleen A. Metzger

⑆021902352⑆ ⑆0232118109⑆ 2286

In the Matter of the Application of

EDWIN METZGER

**MEMORANDUM OF
DECISION GRANTING
AREA VARIANCE**

#98-04.

WHEREAS, EDWIN METZGER, 81 Hudson Drive, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a variation of Section 48-14C(1)(c)(1) of the Supplemental Yard Regulations to allow a existing 6 ft. fence to project closer to road than principal residence at the above residence in an R-4 zone; and

WHEREAS, a public hearing was held on the 9th day of February, 1998 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Applicant appeared before the Board for this Application; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke in favor of or in opposition to the Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.
2. The evidence presented by the Applicant showed that:
 - (a) The property is a one-family home located in a neighborhood of one-family homes.
 - (b) The variance is sought for a fence which already exists on the property.
 - (c) The fence as constructed does not obstruct the view of motorists traveling on the adjacent roadways.
 - (d) The property in question is located on a corner and legally has two front yards.

(e) The fence has been in place since approximately 1975.

(f) There have been no complaints about the fence either formal or informal since its construction.

(g) The fence does not interfere with any course of water drainage or create any ponding or accumulation of water.

(h) The fence is not built on nor does it interfere with any septic system or sewer easement.

(i) The fence was originally constructed to contain two animals and was necessary for safety purposes since there is also an inground pool on the property.

(j) In order for the fence to conform to the Town Law, it would have to be altered which in all probability would create an unsightly appearance.

(k) The property directly across the street from this fence is commercial in nature and has been used for the storage and use of construction equipment resulting in an unusual amount of noise disturbance and having an unsightly impact upon this residence.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variance requested is not substantial in relation to the Town regulations but nevertheless is warranted.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.

6. The benefit to the Applicant, if the requested variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variance is appropriate and is the minimum variance necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the

same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a variation of Section 48-14C(1)(c)(1) of the Supplemental Yard Regulations to allow a existing 6 ft. fence to project closer to road than principal residence located at the above-referenced property in an R-4 zone as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: April 13, 1998.


Chairman

217198

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553**

TO Frances Roth DR.
168 N. Drury Lane
Newburgh, N.Y. 12550

DATE		CLAIMED	ALLOWED
2/9/98	Zoning Board Mtg	75	00
	Misc. - 3		
	Simon - 5		
	Sharma - 7		
	Brooks - 4		
	Diaz - 3		
	Metzger 3 / \$ 13.50	112	50
	25 pgs		
		187	50

METZGER, EDWIN

MR. NUGENT: Request for variation of Ssction 48-14 C(a)(c)(1) to allow 6 ft. fence closer to road than principal building at 81 Hudson Drive in a R-4 zone.

Dr. Edwin Metzger appeared before the board for this proposal.

MR. KRIEGER: Let the record reflect there is nobody in the audience that cares to speak.

MS. BARNHART: There is nobody here but we sent out 39 notices to adjacent property owners and that was done on January 28th.

MR. KRIEGER: Once again, resounding indifference.

MR. TORLEY: The only question I had was the sight line problem. One of the reasons they have the code is you can't have a five foot high fence in your front yard so you don't obstruct the view of traffic. So this picture, the hedge row ends before the section so there's no obstruction of vision.

DR. METZGER: There's no obstruction of vision. I have driven cars through there and a dump truck about four months ago and there's no obstruction of vision.

MR. KRIEGER: This lot is on a corner and that is two front yards?

DR. METZGER: That's correct.

MR. KRIEGER: How long has the fence been there?

DR. METZGER: Since 1975.

MR. KRIEGER: Did you get a building permit for the fence?

DR. METZGER: No, I don't.

MR. KRIEGER: Have you had any complaints about the fence either formal or informal since it was

constructed?

DR. METZGER: No, no complaints at all.

MR. KRIEGER: Doesn't interfere with any course of water drainage?

DR. METZGER: No, it does not.

MR. KRIEGER: Does it cause or create any ponding or accumulation of water?

DR. METZGER: No, it doesn't.

MR. KRIEGER: It's not built over the top of nor does it interfere with any sewer or septic?

DR. METZGER: That is correct, it doesn't.

MR. TORLEY: Can I ask why you have a six foot high fence, big dog or kids?

DR. METZGER: We had two Siberian Huskies which are notorious for jumping fences and digging under them, so I just put a little overkill in.

MR. KANE: So the fence is there for safety purposes too?

DR. METZGER: Yes, it is.

MR. KANE: And you feel that a six foot fence is necessary to handle that rather than a four foot fence?

DR. METZGER: I believe a five foot fence is mandated by law.

MR. KANE: By New Windsor law is correct, four foot by New York State law.

MR. TORLEY: We have a conflicting law that says you can't have a fence over four foot high in the front yard, but you have to have a five foot fence around the pool.

February 9, 1998

23

DR. METZGER: That is the purpose of my request for a variance.

MR. KANE: Since there's no sight line, I think that the safety factor overrides.

MR. TORLEY: Absolutely.

MR. KANE: Mr. Chairman, accept a motion?

MR. NUGENT: Yes, I will.

MR. KANE: I move that we grant Mr. Metzger his requested variance at 81 Hudson Drive.

MR. REIS: Second it.

ROLL CALL

MS. OWEN	AYE
MR. TORLEY	AYE
MR. REIS	AYE
MR. KANE	AYE
MR. NUGENT	AYE

DR. METZGER: Thank have you kindly.

OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

Prelim.
Jan. 12, 1998.
98-04

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914)563-4630 TO
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: 11/21/97

APPLICANT: Edwin Metzger
81 ~~Hudson~~ Drive *Hudson.*
New Windsor, New York 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: 11/21/97

FOR : For 6' Fence

LOCATED AT: 81 ~~Hudson~~ Drive *Hudson.*

ZONE: R-4

DESCRIPTION OF EXISTING SITE: 25-2-2 Existing one family house.

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. 6' fence project closer to road then house. This is a corner Lot.


BUILDING INSPECTOR

PERMITTED

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: R-4 USE: 48-14-C-1-C-1

MIN. LOT AREA:

MIN LOT WIDTH:

REQ'D.. FRONT YD:

REQ'D. SIDE YD:

REQD. TOTAL SIDE YD:

REQ'D REAR YD:

REQ'D FRONTAGE:

MAX. BLDG. HT.:

FLOOR AREA RATIO:

MIN. LIVABLE AREA:

DEV. COVERAGE:

cc: Z.B.A., APPLICANT, FILE ,W/ ATTACHED MAP

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS

IMPORTANT

YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

RECEIVED

NOV 20 1997

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

BUILDING DEPARTMENT

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing is completed and before it is covered from inside and plumbing rough-in.
5. Insulation.
6. Plumbing final and final. Have on hand electrical inspection date and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Permit number must be called in with each inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and there is no fee for this.

PLEASE PRINT CLEARLY

FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises EDWIN J. + KATHLEEN A. METZGER

Address 81 HUDSON DR. NEW WINDSOR NY Phone 914-562-2258

Mailing Address - SAME -

Name of Architect - SAME -

Address _____ Phone _____

Name of Contractor - SAME -

Address _____ Phone _____

State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER

If applicant is a corporation, signature of duly authorized officer.

FOR OFFICE USE ONLY

Building Permit # _____

1. On what street is property located? On the N side of HUDSON DR
and 0 feet from the intersection of ERIE AVE
2. Zone or use district in which premises are situated R-4 I. property a flood zone? Y N X
3. Tax Map Description: Section 25 Block 2 Lot 2
4. State existing use and ~~occupancy~~ of premises and intended use and occupancy of proposed construction.
 - a. Existing use and occupancy RESIDENTIAL
 - b. Intended use and occupancy RESIDENTIAL
5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☐ Other ☒
6. Is this a corner lot? yes 6' STOCKADE WOOD + CHAIN LINK FENCE
7. Dimensions of entire new construction. Front _____ Rear _____ Depth _____ Height _____ No. of stories _____
8. If dwelling, number of dwelling units: _____ Number of dwelling units on each floor _____

Number of bedrooms _____ Baths _____ Tubs _____
 Heating Plant: Gas _____ Oil _____ Electric/Hot Air _____ Hot Water _____
 If Garage, number of cars _____
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____
10. Estimated cost 0 Fee 0
(To be Paid on this Application)
11. School District _____

Care for the work described in the Application for Building Permit includes the cost of all the construction and other work done in connection therewith exclusive of the cost of the land. If final cost shall exceed estimated cost an additional fee may be required before the issuance of Certificate of Occupancy.

11 120/19 97

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock
Asst. Inspectors: Frank Lisi,
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12553
(914) 564-4618 563-4618
(914) 563-4693 FAX

Bldg Insp Examined TL
Fire Insp Examined _____
Approved _____
Disapproved ✓
Permit No. _____

REFER TO:

Planning Board ☐ Highway Dept ☐ Sewer ☐ Water ☐ Zoning Board of Appeals ☒

INSTRUCTIONS

- A. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- B. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- C. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- D. The work covered by this application may not be commenced before the issuance of a Building Permit.
- E. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- F. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

[Signature] 11/20/97
(Signature of Applicant)

81 HUDSON DR NEW WINDSOR NY
(Address of Applicant)

PLOT PLAN

NOTE:

Locate all buildings and indicate all setback dimensions. Applicants must indicate the building line or lines clearly and distinctly on the drawings.

N

KEY

FENCE LENGTH IS
LISTED INSIDE
FENCE.

SETBACK IS
LISTED OUTSIDE
FENCE AS :

S = 15'

S = 1'

S = 5'

S = 14'

72'

20'

16'

1'

BLDG.

80'

S = 13'

S
R
I
E
A
V
E.

E

S = 39'

36'

24'

24'

S = 16'

S = 30'

HUDSON DR.

S

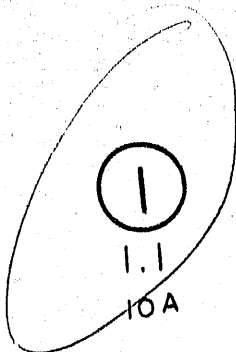
Section 25



SECTION 26

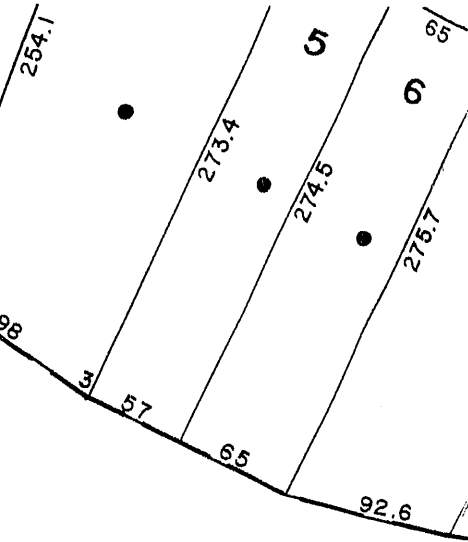
ION 25

HUDSON DRIVE
50



1.2
16.4 A (C)

SECTION 40



SEE S
C

N 538,000

SECTION 25

2
5.3 A (C)

The Agudas Achem Society
(Cemetery)

3
24 A(C)

552 S

322

QUASSAICK
VAILS

BRIDGE
GATE

FIRE
FIRE

FIRE
DISTRICT

ERIE

N 537.500
E 582.000

Prepared by

AERO SERVICE
CORPORATION
A DIVISION OF LITTON INDUSTRIES
4219 VAN KIRK ST. PHILADELPHIA, PA. 19135



FOR TAX PURPOSES ONLY

LEGEND

STATE OR COUNTY LINE	FILED PLAN LOT LINE	TAX MAP BLOCK NO.	FILED PLAN BLOCK NO.
CITY, TOWN OR VILLAGE	EASEMENT LINE	TAX MAP PARCEL NO.	FILED PLAN LOT NO.
BLOCK & SECTION LIMIT	MATCH LINE	AREAS (Deed) 11.1A, (Calculated) 11.6 A(C)	STATE HIGHWAYS
SPECIAL DISTRICT LINE	STREAMS	DIMENSIONS (Deed) 66 (Scaled) 789	COUNTY HIGHWAYS

**ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK**

In the Matter of the Application for Variance of

Edwin J. & Kathleen Metzger,
Applicant.

#98-04.

**AFFIDAVIT OF
SERVICE BY
MAIL**

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, Windsor, N. Y. 12553.

That on 1/28/98, I compared the 39 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor regarding the above application for a variance and I find that the addresses are identical to the list received. I then mailed the envelopes in a U.S. Depository within the Town of New Windsor.


Patricia A. Barnhart

Sworn to before me this
28th day of January, 1998.


Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1999

Pls. publish immediately. Send bill to Dr. Metzger at below address:

PUBLIC NOTICE OF HEARING

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 4

Request of EDWIN J. + KATHLEEN A. METZGER

for a VARIANCE of the Zoning Local Law to Permit:

A 6' FENCE FORWARD OF THE HOUSE
TOWARDS THE ROADS;

being a VARIANCE of Section 48-14-C-(1)(CH1)

for property situated as follows:

81 HUDSON DR., CORNER OF ERIE AVE., New Windsor, NY

known and designated as tax map Section 25, Blk. 2, Lot 2.

SAID HEARING will take place on the 9th day of February, 1998, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

James Nugent
Chairman

By: Patricia A. Barnhart, Secy.



CERTIFICATE OF TITLE

PREPARED FOR: KEITH BRAUNFOTEL, ESQ.

Fidelity National Title Insurance Company

OF NEW YORK

FA007907OR

Certifies to the applicant named on the following page that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of insurance policy in the amount and for the transaction set forth herein, after the closing of the transaction in conformance with procedures approved by the Company excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of said policy.

This Certificate shall be null and void (1) if the fees therefor are not paid (2) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company (3) upon delivery of the policy. Any claim arising by reason of the issuance hereof shall be restricted to the terms and conditions of the standard form of insurance policy. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.

THIS CERTIFICATE IS INTENDED FOR LAWYERS ONLY. SUCH EXCEPTIONS AS MAY BE SET FORTH HEREIN MAY AFFECT MARKETABILITY OF TITLE. YOUR LAWYER SHOULD BE CONSULTED BEFORE TAKING ANY ACTION BASED UPON THE CONTENTS HEREOF. THE COMPANY'S REPRESENTATIVE AT THE CLOSING HEREUNDER MAY NOT ACT AS LEGAL ADVISOR TO ANY OF THE PARTIES OR DRAW LEGAL INSTRUMENTS FOR THEM. SUCH REPRESENTATIVE IS PERMITTED TO BE OF ASSISTANCE ONLY TO AN ATTORNEY. IT IS ADVISABLE TO HAVE YOUR ATTORNEY PRESENT AT THE CLOSING.

IF ANY OF THE CLOSING INSTRUMENTS WILL BE OTHER THAN COMMONLY USED FORMS OR CONTAIN UNUSUAL PROVISIONS, THE CLOSING CAN BE SIMPLIFIED AND EXPEDITED BY FURNISHING THE COMPANY WITH COPIES OF THE PROPOSED DOCUMENTS IN ADVANCE OF CLOSING.

Dated 9 A.M. December 12, 1997

FOUNDATION TITLE & ESCROW CORP.
585 STEWART AVENUE SUITE #410
GARDEN CITY, NEW YORK 11530
(516) 228-3344

Fidelity National Title Insurance Company
of New York

Will be pleased to confer on any
questions concerning this certificate



Authorized Signature

MEMBER NEW YORK STATE LAND TITLE ASSOCIATION
See Over Page to General Exceptions From Coverage

IF THE INSURED CONTEMPLATES MAKING IMPROVEMENTS TO THE PROPERTY COSTING MORE THAN TWENTY PER CENTUM OF THE AMOUNT OF INSURANCE TO BE ISSUED HEREUNDER, WE SUGGEST THAT THE AMOUNT OF INSURANCE BE INCREASED TO COVER THE COST THEREOF; OTHERWISE, IN CERTAIN CASES THE INSURED WILL BECOME A CO-INSURER.

The following matters are expressly excluded from the coverage of our standard form of policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to the Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest [or interest of the mortgagee] insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditor's rights laws that is based on: (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or (ii) the transaction creating the estate or interest [or interest of the mortgagee] insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure;
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

[For mortgage policies add] (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination, or (iii) [see (4)(ii)(a) and (b), above]

5. [applicable to mortgage policies only] Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

Our policy will except from coverage any state of facts which an accurate survey might show, unless survey coverage is ordered. When such coverage is ordered, this certificate will set forth the specific survey exceptions which we will include in our policy. Whenever the word "trim" is used in any survey exceptions from coverage, it shall be deemed to include roof cornices, show window cornices, lintels, sills, window trim, entrance trim, bay window cornices, moldings, belt courses, water tables, keystones, pilasters, porticos, balconies all of which project beyond the street line.

In certain areas, our policy will except from coverage any state of facts which a personal inspection might disclose unless survey coverage is ordered. In those cases a specific exception will appear in this certificate.

Our examination of the title includes a search for any unexpired financing statements which affect fixtures and which have been properly filed and indexed pursuant to the Uniform Commercial Code in the office of the recording officer of the county in which the real property lies.



SCHEDULE A

TITLE NO. FA007907OR

Effective Date: December 12, 1997

Prepared for: LYSAGHT, LYSAGHT & KRAMER, ESQS.

Premises: 81 HUDSON DRIVE, NEW WINDSOR, NY

County	Town/City	Section	Block	Lot
ORANGE	NEW WINDSOR	25	2	2

Policy or Policies to be issued:

[xx] ALTA Owner's Policy (10-17-92) (With New York Endorsement Modifications) \$ 138,500.00

Proposed Insured: PAUL A. SIMMONS

[xx] ALTA Loan Policy (10-17-92) (With New York Endorsement Modifications) \$ 134,500.00

Proposed Insured: TBD

Borrower: PAUL A. SIMMONS

The estate or interest in the land described or referred to in this Certificate and covered herein is:
Fee Simple

Title to said estate or interest in said land at the effective date hereof is vested in:

EDWIN J. METZGER and KATHLEEN A. METZGER
husband and wife

From a deed by: JOSEPH P. DICESARE, SR and LOUISE H. DICESARE
Dated 8/17/73 Recorded 8/20/73 in Liber 1952 page 433

The land referred to in this Certificate is described as follows:
(If not described here, as on page 2 of this Schedule).

Closer

Redate

NOTE: This Certificate is intended for lawyers only. Such exceptions as may be set forth herein may effect marketability of title. Your lawyer should be consulted before taking any action based upon the contents hereof. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.



SCHEDULE A (Description)

TITLE NO. FA007907OR

ALL that certain lot, piece or parcel of land, together with the improvements thereon, known and shown as Lot No. 81 Hudson Drive, on Map of Plot C, Willow Acres, Schoonmaker Brothers, Town of New Windsor, Orange County, New York, made August 1959, by Nial Sherwood, C.E., filed December 15, 1959, as Map No. 1847, Pocket 15, Folder A. Orange County Clerk's Office, which lot is more particularly bounded and described as follows:

BEGINNING at a point on the northerly bounds of Hudson Drive, said point being north 40 degrees east 360 feet, as measured along the northerly bounds of Hudson Drive, from the northeast corner of lot no. 71 Hudson Drive, and runs;

THENCE north 50 degrees west 125 feet to a point;

THENCE north 40 degrees east 81 feet more or less to a point on the southerly bounds of Erie Avenue;

THENCE south 53 degrees 47 minutes east along the southerly bounds of Erie Avenue 125 feet more or less to a point where the northerly bounds of Hudson Drive intersects Erie Avenue;

THENCE south 40 degrees west along the said northerly bounds of Hudson Drive 90 feet more or less to the place of BEGINNING.



SCHEDULE B

The policy will not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of the following exceptions unless they are disposed of to our satisfaction:

TITLE NO. FA007907OR

1. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.
2. Mortgages returned herein (NONE). Detailed statement within.
3. Survey exceptions set forth herein.
4. Rights of tenants or persons in possession.
5. Covenants, conditions, easements, leases, agreements of record etc., more fully set forth in Schedule herein:
 - a) Covenants and Restrictions in Liber 1600 page 383
 - b) Grant recited in Liber 1527 page 120
 - c) Covenants and Restrictions in Liber 1952 page 433
6. FOR INFO ONLY:
Mortgage policy will contain New York Environmental (8.1) and Waiver of Arbitration endorsements together with any additional special endorsements requested by Lender. Premiums must be paid at closing for all endorsements.
7. Full searches of the county records for liens and judgments were run against the proposed mortgagors: PAUL A. SIMMONS - no returns.
8. Full searches of the county records for liens and judgments were run against the record owner(s): EDWIN J. METZGER and KATHLEEN A. METZGER - no returns.
9. Proof must be furnished that all record owners have not been known by any other name in the past 10 years. Any other name must be submitted to this company prior to closing, and shall be run for judgments and liens.
10. Company excepts any unpaid water charges pending where service is supplied by the municipality and which are or may be levied as a lien against the premises. (NOTE TO CLOSER: Do not omit for fee policy without a current paid receipt).

(Continued)

NOTE: If the subject transaction is one involving a sale subject to the mortgage(s) returned in item number 2 above, and since many lenders now have the mortgage instrument state that the debt will become due and payable the option of the mortgagee upon any transfer of title, it is recommended that the applicant examine the mortgage document(s) as well as the note(s) and bond(s) and any agreement modifying said mortgage(s) or make inquiry of the mortgagee of the current terms of such instruments especially with respect to acceleration of the maturity date in case of sale. Upon request, we will obtain and furnish a copy of the recorded mortgage(s) for cost.



SCHEDULE B continued

TITLE NO. FA0079070R

11. ALL DOCUMENTS TO BE RECORDED IN THE COUNTY CLERK'S OFFICE MUST BE EXECUTED IN BLACK INK ONLY, OR THIS COMPANY CANNOT ASSUME RESPONSIBILITY FOR THE RECORDING OF SAME.

12. All documents to be recorded must have all additions, deletions, cross-outs or other irregularities initialed by all parties.

13. NOTE: In the recent past, the title industry has had a large number of problems resulting from tax payments being misapplied by the taxing municipality. Since this company is liable for tax payments made in connection with a closing, we must be able to provide cancelled checks to resolve such problems quickly and efficiently. Therefore, all payments for open taxes, water and sewer charges must be made to FTEC in escrow. Escrow service fees begin at \$40.00.

Alternatively, tax payments may be made directly by the parties, however, without a receipted tax bill, company will except all such taxes.

14. The deed to contain the following recital;
"Being and intended to be the same premises conveyed in Liber 1952, Page 433."

15. Proper photo identification will be required from Sellers/Purchasers at the time of closing; i.e. Drivers License, passport, etc.

16. All payments made to this company in excess of \$500.00 must be made in Bank, certified or attorney's escrow checks.

17. Seller to provide social security number (or federal ID number) and forwarding address at time of closing.

18. In the absence of a guaranteed survey, company does not guarantee the accuracy of the distances, courses, dimensions and locations of the boundary line of the premises described in Schedule "A" herein and excepts any state of facts an accurate survey would show.

19. Company excepts any state of facts a personal inspection of the premises may show.

ABSTRACTERS' INFORMATION SERVICE, INC.

138-72 QUEENS BOULEVARD BRIARWOOD, N.Y. 11435
(718) 291-5900 (516) 742-2290 (914) 761-4451 FAX (718) 291-6681

ORANGE COUNTY TAX SEARCH

DATE: 12/11/97 TITLE NUMBER: 0278-007907
PREMISES: 81 HUDSON DRIVE, NEW WINDSOR
TOWN: NEW WINDSOR VILLAGE: NONE
ASSESSED OWNER: METZGER, EDWIN & KATHLEEN
ASSESSED VALUE: TOWN 6900/46000 TAX CLASSIFICATION: 483
SD: NEWBURGH CENT. SEC: 25 BLK: 2 LOT: 2

RETURNS

SEC: 25 BLK: 2 LOT: 2

1997 TOWN/COUNTY TAX PERIOD 1/1-12/31
FULL TAX \$2,054.80 PAID DUE 1/1

1997/98 SCHOOL TAX PERIOD 7/1-6/30
1 1/3 TAX \$913.85 PAID DUE BY 10/6
2 1/3 TAX \$913.83 PAID DUE BY 12/5
3 1/3 TAX \$913.83 PAID DUE BY 3/6

WATER - MUNICIPAL

NOTE: UP-TO-DATE BILL OR RECEIPT MUST BE PRODUCED AT CLOSING.
SUBJECT TO PRIOR WATER CHARGES NOT ENTERED AND SUBSEQUENT
WATER CHARGES SINCE DATE OF LAST READING.

SUBJECT TO CONTINUATION PRIOR TO CLOSING.

AFFIDAVIT SHOULD BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL
ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS).
TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES.

SEARCH DOES NOT GUARANTEE AGAINST ITEMS NOT A LIEN UP TO THE DATE SHOWN. SOME OF THE ITEMS RETURNED MAY HAVE BEEN PAID BUT NOT
OFFICIALLY POSTED. RECEIPTS FOR SUCH ITEMS SHOULD BE PRODUCED AT CLOSING. SEARCH DOES NOT GUARANTEE AGAINST CLAIMS RESULTING
FROM LEVIES OF RESTORED TAXES. SEARCH DOES NOT GUARANTEE FOR ARREARS FILED AGAINST ANY NAME OTHER THAN THE ASSESSED OWNER AS
SHOWN ABOVE. THIS SEARCH IS PREPARED EXCLUSIVELY FOR FOUNDATION TITLE & ESCROW CORP. on 12/11/97.



**Fidelity National Title Insurance Company
OF NEW YORK**

NEW YORK, NEW YORK

**NOTICE OF AVAILABILITY OF
MARKET VALUE POLICY RIDER**

Title No. FA007907OR

To: PAUL A. SIMMONS

Closing Date: _____

Policy No. _____

Buying property identified as: 81 HUDSON DRIVE

NEW WINDSOR, New York 12589

Under New York Law, the purchaser of a one to four family dwelling, a residential condominium unit, or a residential cooperative leasehold interest, is entitled to increased title insurance coverage through a Market Value Policy Rider. This rider provides for title insurance coverage in the amount of the value of the insured premises at the time a loss is suffered with certain modifications. The additional cost of the rider is 10 percent (10%) of the regular premium charged for fee or leasehold title insurance.

The Market Value Policy Rider is attached to this notice for your inspection and consideration.

Fidelity National Title Insurance Company of New York
2 Park Avenue, New York, NY 10016

Gentlemen:

☐ I/We do request a Market Value Policy Rider.

☐ I/We do not request a Market Value Policy Rider.

Date: _____

Buyer: _____

PAUL A. SIMMONS

Buyer: _____

Title No.: FA007907OR
(FNI)

MUNICIPAL, DEPARTMENTAL, INFORMATIONAL SEARCHES and STREET REPORT

Any searches or returns reported herein are furnished FOR INFORMATION ONLY. They will not be insured and the company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.

Search made by the DEPT. of BUILDINGS: HEREIN

Search made by the FIRE DEPT.: N/A

STREET REPORT: HEREIN

CERTIFICATE OF OCCUPANCY: HEREIN

EMERGENCY REPAIR SEARCH: N/A

BANKRUPTCY SEARCHES: HEREIN



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553
Telephone: (914) 563-4635
Fax: (914) 563-4693

Office of the Building Inspector

December 18, 1997

Foundation Title & Escrow Corp.
585 Stewart Avenue - Suite 410
Garden City, New York 11530

PROPERTY ASSESSED TO: Edwin J. & Kathleen A. Metzger
81 Hudson Drive
New Windsor, New York 12553
Section/Block/Lot: 25-2-2

Please be advised that the above referenced structure was built in 1961 which was prior to this Town adopting building and zoning codes in 1966. Therefore, there is no certificate of occupancy nor is one required.

Hudson Drive is owned and maintained by the Town of New Windsor.

The Assessor's record indicate the construction of central air without a building permit or a certificate of occupancy, therefore this is a violation.

Please be aware that building permit #8659 issued on 11/12/97 for a existing 6' & 4' fence is valid for a year from this date.

Please be advised that building permit # 1119 for an In ground pool issued on May 22, 1975 and building permit #1501 for two additions to rear of swelling issued September 27, 1977 are both without a certificate of occupancy, therefore they are in violation.

This letter has been prepared after inspection of the records available in the Town Hall. The records indicate that there are violations at the subject premises. No personal inspection was made by the undersigned for the purpose of preparing this letter. The Town of New Windsor does not represent that there are no other violations at the subject premises, however, the Town will represent that it has no knowledge of any other violations at the subject premises.

The inspection of the records was performed at the request of an interested party. The Town will not be liable for any loss or damage that may be suffered by the interested party or any other party who may rely on the contents of this letter.

Title #9 NYCRR requires that a smoke detector be installed prior to the sale of these premises. Please submit to the Fire Inspector at the above address the enclosed affidavit of compliance indicating that a smoke detector has been installed and is in operational.

Very truly yours,

Michael Babcock
Michael Babcock
Building Inspector

STATE OF NEW YORK

AFFIDAVIT OF COMPLIANCE OF SMOKE ALARM INSTALLATION

IN ONE AND TWO FAMILY HOME

State of New York

)

ss:

County of Orange

)

1. (I) (WE) are the transferer (s) of the property described herein, and attest that the property at the time of transfer has installed on its premises an operable single Station smoke detecting alarm device.

2. The property is a (one) (two) family dwelling located at:

Address: _____

Town: _____ County: _____

State: _____ Zip: _____

3. (I) (WE) make this affidavit in accordance with Section 373 subdivision 5 of the Executive Law.

Transferor L.S.

Transferor L.S.

Sworn to before me this _____ day
of _____, 19 _____

Notary Public

ABSTRACTERS' INFORMATION SERVICE, INC.

138-72 QUEENS BOULEVARD BRIARWOOD, N.Y. 11435
(718) 291-5900 (516) 742-2290 (914) 761-4451 FAX (718) 291-6681

BANKRUPTCY SEARCH

Company FOUNDATION TITLE & ESCROW CORP.

Title No. 0278-007907

Date: 12/24/97

Individual or Corporation Name:

PAUL A. SIMMONS

Last Known Residence or Business Address:

Premises: _____

County: ORANGE

The result of the investigation as per last posted date: 12/15/97

☒ There is no record of a Bankruptcy Filing for the above mentioned individual or company. The following Bankruptcy Clerks office(s) have been checked:

U.S. BANKRUPTCY COURT
176 CHURCH STREET
POUGHKEEPSIE, N.Y. 12601

☐ The following information is on file:

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

Abstracters' Information Service Inc. does hereby certify that the records of the above governmental agency was examined and that the information recorded above is a true and accurate abstraction of the information contained therein. This search was conducted for a period of five years.

This report is submitted for information purposes only. Liability is limited to errors and omissions of information properly indexed, filed and recorded with the above governmental agency. The liability under this search shall not exceed \$1,000 and shall be confined to the applicant for whom the search was made.

This search does not include filings in areas other than the Microfiche or Index Sections of the United States Bankruptcy Clerk's office. This search is exclusively for FOUNDATION TITLE & ESCROW CORP. on 12/24/97.

ABSTRACTERS' INFORMATION SERVICE, INC.

138-72 QUEENS BOULEVARD BRIARWOOD, N.Y. 11435
(718) 291-5900 (516) 742-2290 (914) 761-4451 FAX (718) 291-6681

BANKRUPTCY SEARCH

Company FOUNDATION TITLE & ESCROW CORP.

Title No. 0278-007907

Date: 12/24/97

Individual or Corporation Name:

KATHLEEN A. METZGER

Last Known Residence or Business Address:

Premises: _____

County: ORANGE

The result of the investigation as per last posted date: 12/15/97

☒ There is no record of a Bankruptcy Filing for the above mentioned individual or company. The following Bankruptcy Clerks office(s) have been checked:

U.S. BANKRUPTCY COURT
176 CHURCH STREET
POUGHKEEPSIE, N.Y. 12601

☐ The following information is on file:

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

Abstracters' Information Service Inc. does hereby certify that the records of the above governmental agency was examined and that the information recorded above is a true and accurate abstraction of the information contained therein. This search was conducted for a period of five years.

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ABSTRACTERS' INFORMATION SERVICE, INC.

138-72 QUEENS BOULEVARD BRIARWOOD, N.Y. 11435
(718) 291-5900 (516) 742-2290 (914) 761-4451 FAX (718) 291-6681

BANKRUPTCY SEARCH

Company FOUNDATION TITLE & ESCROW CORP.

Title No. 0278-007907

Date: 12/24/97

Individual or Corporation Name:

EDWIN J. METZGER

Last Known Residence or Business Address:

Premises: _____

County: ORANGE

The result of the investigation as per last posted date: 12/15/97

☒ There is no record of a Bankruptcy Filing for the above mentioned individual or company. The following Bankruptcy Clerks office(s) have been checked:

U.S. BANKRUPTCY COURT
176 CHURCH STREET
POUGHKEEPSIE, N.Y. 12601

☐ The following information is on file:

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

Abstracters' Information Service Inc. does hereby certify that the records of the above governmental agency was examined and that the information recorded above is a true and accurate abstraction of the information contained therein. This search was conducted for a period of five years.

This report is submitted for information purposes only. Liability is limited to errors and omissions of information properly indexed, filed and recorded with the above governmental agency. The liability under this search shall not exceed \$1,000 and shall be confined to the applicant for whom the search was made.

This search does not include filings in areas other than the Microfiche or Index Sections of the United States Bankruptcy Clerk's office. This search is exclusively for FOUNDATION TITLE & ESCROW CORP. on 12/24/97.

This Indenture,

Made the 25th day of August, nineteen hundred and Sixty-one,

Between SCHOONMAKER BROS., INC., with principal office at Route 94,
R. D. 4 (no street number), Town of New Windsor, Orange County,
State of New York,
a corporation organized under the laws of the State of New York,

, party of the first part, and

LOUISE A. H. MULLINS residing at No. 81 Hudson Drive, M. D. 33,
Town of New Windsor, Orange County, State of New York,

, party of the second part,

Witnesseth, that the party of the first part, in consideration of TEN - - - - -
(\$10.00) - - - - - Dollars,
lawful money of the United States, and other good and valuable considerations,
paid by the party of the second part,
does hereby grant and release unto the party of the second part, her heirs
and assigns forever,

All that certain lot, piece or parcel of land, together with the
improvements thereon, known and shown as Lot No. 81 Hudson Drive, on
Map of Plot C, Willow Acres, Schoonmaker Brothers, Town of New
Windsor, Orange County, New York, made August 1959, by Nial Sherwood,
C. E., filed December 15, 1959, as Map No. 1847, Pocket 15, Folder
A, Orange County Clerk's Office, which lot is more particularly
bounded and described as follows:-

BEGINNING at a point on the northerly bounds of Hudson Drive, said point being North 40° East 360 feet, as measured along the northerly bounds of Hudson Drive, from the northeast corner of Lot No. 71 Hudson Drive, and runs thence North 50° West 25 feet to a point; thence North 40° East 81 feet more or less to a point on the southerly bounds of Erie Avenue; thence South 53° 47' West along the southerly bounds of Erie Avenue 125 feet more or less to a point where the northerly bounds of Hudson Drive intersect Erie Avenue; thence South 40° East along the said northerly bounds of Hudson Drive 90 feet more or less to the place of beginning. Containing more or less land as surveyed by Alger O. Royce, L. S., Liberty, New York.

LIBER 1600 PG 383 REC 8.39-61

TOGETHER with a right in common with all others heretofore given or who hereafter may be given by the grantors or their assigns a right of ingress and egress over and upon the hereinabove mentioned proposed street lying in front of the southerly

side of the premises herein conveyed, as well as a similar right of way over and upon any continuation of said street or any connecting street or streets to afford and enable passage and re-passage from the conveyed premises to and from Willow Lane and/or Route 94.

SUBJECT to all grants of record heretofore given to Central Hudson Gas and Electric Corporation and New York Telephone Company.

TOGETHER with a right in common with all others given the same rights to water for ordinary domestic purposes from the well and any auxiliary well subsequently connected thereto which is located upon premises set aside for that purpose by the grantors, and which water may be transmitted to the instant premises by means of any pipe lines running from said well or any auxiliary thereof upon payment from time to time to the owner of said well and/or auxiliary well and premises upon which located, in accordance with any rates hereinafter established by any State or Municipal Agency.

The instant conveyance is subject to the following covenants and restrictions— In respect to lots shown on Plot C of Map No. 1847, filed in the Orange County Clerk's Office December 15, 1959.

1. That only one one-family residence dwelling may be erected on said premises together with garage for not more than two automobiles, and said premises occupied for residence purposes only, excepting that this shall not exclude usage by Doctors, Dentists, Lawyers and Real Estate Brokers, and similar professions for home and office, provided that exterior architecture of building is kept residential in appearance.

2. That no shack, shanty or trailer shall be erected or permitted on said premises.

3. That no unsightly, offensive or objectionable materials shall be stored or kept on said premises.

4. That no animals, livestock, fowl or chickens may be kept or maintained on said premises, but a reasonable number of household pets may be so maintained.

BEING a portion of lands conveyed by Bruhob Realty Corp. to Schoonmaker Bros., Inc. by deed dated May 4, 1960, recorded May 5, 1960 in Liber 1548 of Deeds at Page 425, Orange County Clerk's Office.

The instant conveyance is made and accepted subject to the \$13,100.00 mortgage made September 23, 1960, by Schoonmaker Bros., Inc. to Wallkill Valley Federal Savings and Loan Association with unpaid principal balance of \$13,100.00, together with interest at six (6%) per centum per annum from date of instant conveyance and which principal and interest the grantee hereunder assumes and agrees to pay in constant monthly installments of \$8.41 in accordance with the terms and conditions of said mortgage.

LIBER 1600 PG 384
11/18/60

Rp 4809

In consideration of the sum of \$1.00 and other valuable considerations, the receipt whereof from Central Hudson Gas & Electric Corporation, a domestic corporation having its principal office at South Road (no street number), Poughkeepsie, New York, and the New York Telephone Company, a domestic corporation having its principal office at 140 West Street, New York, New York, is hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto said corporations, and each of them their respective successors, assigns and lessees, an easement and right of way 30 feet in width throughout its extent, in, upon, over, under and across the lands of the undersigned, being the streets, avenues and ways situated in the Town of New Windsor, Orange County, New York and located on the premises conveyed by Warners Construction Corporation to Bruhob Realty Corp., by deed dated July 1, 1959, recorded July 6, 1959 in Liber 1509 of Deeds at Page 541, Orange County Clerk's office, Goshen, New York.

Together with the right at all times to enter thereon and to have access thereto and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove, lines of poles, cables, crossarms, wires, guys, braces, underground conduits, gas mains, gas services and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporations, their respective successors, assigns and lessees.

Together with the right to install tree guys and anchor guys at points and distances 18 feet from the poles to be erected.

Together with the right also to trim, cut and remove at any time such trees and other objects thereon and on adjacent property of the undersigned, as in the judgment of said corporations, their respective successors, assigns and lessees, may interfere with, obstruct or endanger the construction, operation or maintenance of said rights, lines and fixtures or any thereof.

LIBER 1527 PAGE 120

Rec 10/28/59

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and said corporations respectively.

Signed, sealed and delivered,

On August 27th, 1957

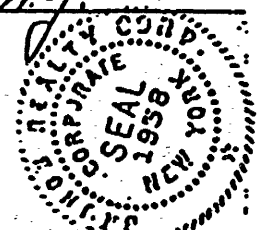
In the presence of:

Bruhob Realty ... Corp.

By [Signature] President L.S.

Address ND 32

Huntington NY



ACKNOWLEDGMENT BY SUBSCRIBING WITNESS
STATE OF NEW YORK

County of Orange

ss.:

On this 27th day of August, 1957, before me personally came

Mr. Bruce Schommaker with whom I am personally acquainted, to
(subscribing witness)

me known and known to me to be the subscribing witness to the foregoing instrument, who, being by me duly sworn, did depose and say that he resides in

Town of New Windsor, that he is personally acquainted with

and knows said person(s) to be the person(s) described in and who executed the foregoing instrument; that he, the said subscribing witness, was present and saw the said person (s) execute the same and that he (severally) duly acknowledged to him, the said subscribing witness, that he executed the same and that he thereupon subscribed his name as witness thereto.

Notary Public.

3960
made the 17th day of August, 1973, in the
hundred and Seventy-three,

Between JOSEPH P. DICESARE, SR., and LOUISE H. DICESARE;
husband and wife, residing at No. 81 Hudson Drive, New Windsor,
Orange County, New York 12550,

parties of the first part, and
EDWIN J. METZGER and KATHLEEN A. METZGER, husband and wife, as
tenants by the entirety, residing at 12-B Provost Drive, New
Windsor, New York 12550;

Witnesseth, that the parties of the first part, in consideration of TEN and no/100
lawful money of the United States, and other good and valuable considerations,
do hereby grant and release unto the parties of the second part, their heirs,
and assigns forever,

All that certain lot, piece or parcel of land, together with
the improvements thereon, known and shown as Lot No. 81 Hudson
Drive, on Map of Plot C, Willow Acres, Schoonmaker Brothers, Town
of New Windsor, Orange County, New York, made August 1959, by Nial
Sherwood, C. E., filed December 15, 1959, as Map No. 1847, Pocket 15,
Folder A, Orange County Clerk's Office, which lot is more particular-
ly bounded and described as follows:-

BEGINNING at a point on the northerly bounds of Hudson Drive,
said point being North 40° East 360 feet, as measured along the
northerly bounds of Hudson Drive, from the northeast corner of lot
No. 71 Hudson Drive, and runs thence North 50° West 125 feet to a
point; thence North 40° East 81 feet more or less to a point on
the southerly bounds of Erie Avenue; thence South 53° 47' East
along the southerly bounds of Erie Avenue 125 feet more or less to
a point where the northerly bounds of Hudson Drive intersects Erie
Avenue; thence South 40° West along the said northerly bounds of
Hudson Drive 90 feet more or less to the place of beginning.

12
1/2
6/17
S R
8-17-73
Tel 81 2013

HN 737

DEC 1952 PG 433

Liber 1952 pg 434

Containing more or less land as surveyed by Alger O. Royce, L. S.,
Liberty, New York.

TOGETHER WITH AND SUBJECT to the same rights and grants of
record as described and set forth in deed dated August 25, 1961,
recorded August 31, 1961 in Liber 1600 of Deeds at Page 383,
Orange County Clerk's Office, made by Schoonmaker Bros., Inc. to
Louise A. H. Mullins.

ALSO SUBJECT to the following covenants and restrictions:

1. That only one one-family residence dwelling may be erected
on said premises together with garage for not more than two automob-
iles, and said premises occupied for residence purposes only,
excepting that this shall not exclude usage by Doctors, Dentists,
Lawyers and Real Estate Brokers, and other professional use for
home and office, provided that exterior architecture of building is
kept residential in appearance.

2. That no shack, shanty or trailer shall be erected or
permitted on said premises.

3. That no unsightly, offensive or objectionable materials
shall be stored or kept on said premises.

4. That no animals, livestock, fowl or chickens may be kept
or maintained on said premises, but a reasonable number of household
pets may be so maintained.

BEING the same premises described in deed dated January 3,
1972, made by Louise H. DiCesare (formerly Louise A. H. Mullins),
to Joseph P. DiCesare, Sr., and Louise H. DiCesare, husband and
wife, recorded January 6, 1972, in Liber 1895 of Deeds at Page 433,
Orange County Clerk's Office.

**PREVIOUS
DOCUMENT
IN POOR
ORIGINAL
CONDITION**



Fidelity National Title Insurance Company of New York

(closed by examining counsel the certification on the reverse side hereof must also be completed and signed by said examining counsel.

REPORT OF CLOSING

Title No. _____

by whom closed _____ Date Closed _____

Transaction closed at office of _____

The persons present were:

Name	Address	Interest

The identity of the persons executing the papers delivered on closing was established by the following evidence:

Title policy is to be sent

(Fee) - To _____

Address _____

Fee ☐ Mtge. ☐ policy

(Mtge.) - To _____

Delivered on closing

Address _____

The following instruments were executed and delivered:

1. Kind of Instrument _____
By _____

CLOSER: (a) Always PRINT Name of insured fully and completely and write all other named legibly. (b) where there are two persons, indicate whether husband or wife. (c) if first names are unusual indicate whether male or female. Abstract fully terms of payment of any mortgage delivered on closing. Show addresses of all grantees and individual mortgagees.

Other information and recitals _____

Stamps affixed \$ _____

To or With _____

Dated _____ Recorded _____

L. _____ p. _____ Trust Clause? _____

Consideration or amount \$ _____

2. Kind of Instrument _____
By _____

Stamps affixed \$ _____

To or With _____

Dated _____ Recorded _____

L. _____ p. _____ Trust Clause? _____

Consideration or amount \$ _____

REPORT OF CLOSING (Cont'd)

3. Kind of instrument _____ By _____	Other information and recitals Stamps affixed \$ _____
To or With _____	
Dated _____ Recorded _____ L. _____ p. _____ Trust Clause? _____ Consideration or amount \$ _____	
3. Kind of instrument _____ By _____	Other information and recitals Stamps affixed \$ _____
To or With _____	
Dated _____ Recorded _____ L. _____ p. _____ Trust Clause? _____ Consideration or amount \$ _____	

FOR EXAMINING COUNSEL'S USE IN PAYING COMPANY'S CHARGES

Insurance Charges _____	\$ _____
U. S. Court, Superior Court and Tax Searches _____	\$ _____
Revenue Stamps _____	\$ _____
Recording _____	\$ _____
	\$ _____
Total	\$ _____

FOR CASHIER'S USE

Received Cash for
Check
\$ _____
on _____, 19____
Cashier

The undersigned certifies that all searches have been duly continued from the date of the Certificate of Title furnished by the undersigned to _____ at _____ M. and that any returns found on continuation have been adequately reflected in said Certificate of Title. The closing instruments numbering _____ have been abstracted above. No other instruments were delivered on closing.

Examining Counsel



**Fidelity National Title Insurance Company
of New York
New York State Division Office**

**2 Park Avenue
New York, NY 10016**



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553
Telephone: (914) 563-4633
Fax: (914) 563-4693

OFFICE OF THE ASSESSOR FOR THE TOWN

January 20, 1998

(39)

Edwin & Kathleen Metzger
81 Hudson Drive
New Windsor, N. Y. 12553

Re: Section 25 - Blk. 2 - Lot 2

Dear Dr. and Mrs. Metzger:

According to our records, the attached list of property owners are within five hundred (500) feet of the above-referenced property.

The charge for this service is \$55.00, minus your deposit of \$25.00. Please remit the balance of \$30.00 to the Town Clerk's Office.

Sincerely,

Leslie Cook/cmo

LESLIE COOK
Sole Assessor

/pab
Attachments

[Redacted signature]

Alan A. & Eleanor F. Carpanini
72 Birchwood Drive
New Windsor, N. Y. 12553

Ann L. Cosgrove
70 Birchwood Drive
New Windsor, N. Y. 12553

Irwin, Jason & Charles J. Ellick
68 Birchwood Drive
New Windsor, N. Y. 12553

Kenneth I. & Cecelia Corcoran
66 Birchwood Drive
New Windsor, N. Y. 12553

Wilberto & Melba Bonet
64 Birchwood Drive
New Windsor, N. Y. 12553

Rose M. Flanagan
Randy & Jeanne Davidson
62 Birchwood Drive
New Windsor, N. Y. 12553

Gordon B. & Eleanor S. Groff
75 Birchwood Drive
New Windsor, N. Y. 12553

Andrew W. Kaartine
79 Hudson Drive
New Windsor, N. Y. 12553

Harold J. & Rita A. Powles
71 Hudson Drive
New Windsor, N. Y. 12553

Anthony & Kathryn Anne Dario
75 Hudson Drive
New Windsor, N. Y. 12553

Dino J. & Eleanor Sciamanna
73 Hudson Drive
New Windsor, N. Y. 12553

George T. Courtney
41 Hudson Drive
New Windsor, N. Y. 12553

John J. & Marjorie E. Panzetta
69 Hudson Drive
New Windsor, N. Y. 12553

Wayne C. & Joan M. Smith
63 Birchwood Drive
New Windsor, N. Y. 12553

Kenneth J. & Helen K. Miller
65 Birchwood Drive
New Windsor, N. Y. 12553

James Hamlet
67 Birchwood Drive
New Windsor, N. Y. 12553

John B. & Kathleen Garofal
69 Birchwood Drive
New Windsor, N. Y. 12553

Anthony V. & Judith Solfaro
71 Birchwood Drive
New Windsor, N. Y. 12553

John G. & Carol S. Soricelli
73 Birchwood Drive
New Windsor, N. Y. 12553

Paul F. Neumann
Cherylann B. Vandervliet
82 Hudson Drive
New Windsor, N. Y. 12553

Harold K. Powles
80 Hudson Drive
New Windsor, N. Y. 12553

James & Barbara J. Quicksell
78 Hudson Drive
New Windsor, N. Y. 12553

Thomas & Regina DiGiovanni
76 Hudson Drive
New Windsor, N. Y. 12553

Robert & Nancy Traer
74 Hudson Drive
New Windsor, N. Y. 12553

William H. & Ruth D. Scott
72 Hudson Drive
New Windsor, N. Y. 12553

Ralph J. & Linda Bracco
102 Glendale Drive
New Windsor, N. Y. 12553

County of Orange
255-275 Main Street
Goshen, N. Y. 10924

Joseph & Mary Ann Pillitteri
104 Glendale Drive
New Windsor, N. Y. 12553

Damon W. & Filja P. Ruta
108 Glendale Drive
New Windsor, N. Y. 12553

David P. & Jeanne M. Walborn
110 Glendale Drive
New Windsor, N. Y. 12553

Thomas R. & Adeline A. Ciccarelli
Frank A. & Marie C. Durso
101 Glendale Drive
New Windsor, N. Y. 12553

James T. Hamlet
Denise Dawson
202 Cambridge Court
New Windsor, N. Y. 12553

Foxwood Associates
% Anthony P. Costa
1200 Stony Brook Court
Newburgh, N. Y. 12550

Newburgh Woodlawn Cemetery Assn.
93 Union Avenue
New Windsor, N. Y. 12553

Myhed Corportion
P. O. Box 1150
Newburgh, N. Y. 12550

Congregation Agudas Israel Cemetery
290 North Street
Newburgh, N. Y. 12550

Board of Managers
Windshire Village
256 Quassaick Avenue
New Windsor, N. Y. 12553

Fernando & Maria A. Ferreira
70 Hudson Drive
New Windsor, N. Y. 12553

Henry & Anna Paul
106 Glendale Drive
New Windsor, N. Y. 12553

DEED—STATUTORY FORM A—FORM NO. 1
FULL COVENANTS—INDIVIDUAL

GEORGE ROHN CO., INC. 71 MURRAY ST., N. Y. 6972

This Indenture,

HN 7331

Made the 17th day of August, nineteen hundred and Seventy-three,

Between JOSEPH P. DICESARE, SR., and LOUISE H. DICESARE, husband and wife, residing at No. 81 Hudson Drive, New Windsor, Orange County, New York 12550,

parties of the first part, and

EDWIN J. METZGER and KATHLEEN A. METZGER, husband and wife, as tenants by the entirety, residing at 12-B Provost Drive, New Windsor, New York 12550;

Witnesseth, that the parties of the first part, in consideration of TEN and no/100
 - - - - - (\$10.00) - - - - - Dollars,
 lawful money of the United States, and other good and valuable considerations,
 paid by the parties of the second part,
 do hereby grant and release unto the parties of the second part, their heirs
 and assigns forever,

All that certain lot, piece or parcel of land, together with
 the improvements thereon, known and shown as Lot No. 81 Hudson
 Drive, on Map of Plot C, Willow Acres, Schoonmaker Brothers, Town
 of New Windsor, Orange County, New York, made August 1959, by Nial
 Sherwood, C. E., filed December 15, 1959, as Map No. 1847, Pocket 15,
 Folder A, Orange County Clerk's Office, which lot is more particular-
 ly bounded and described as follows:-

BEGINNING at a point on the northerly bounds of Hudson Drive,
 said point being North 40° East 360 feet, as measured along the
 northerly bounds of Hudson Drive, from the northeast corner of Lot
 No. 71 Hudson Drive, and runs thence North 50° West 125 feet to a
 point; thence North 40° East 81 feet more or less to a point on
 the southerly bounds of Erie Avenue; thence South 53° 47' East
 along the southerly bounds of Erie Avenue 125 feet more or less to
 a point where the northerly bounds of Hudson Drive intersects Erie
 Avenue; thence South 40° West along the said northerly bounds of
 Hudson Drive 90 feet more or less to the place of beginning.

Liber 1952 pg 1

Containing more or less land as surveyed by Alger O. Royce, L. S.,
Liberty, New York.

TOGETHER WITH AND SUBJECT to the same rights and grants of
record as described and set forth in deed dated August 25, 1961,
recorded August 31, 1961 in Liber 1600 of Deeds at Page 383,
Orange County Clerk's Office, made by Schoonmaker Bros., Inc. to
Louise A. H. Mullins.

ALSO SUBJECT to the following covenants and restrictions:

1. That only one one-family residence dwelling may be erected
on said premises together with garage for not more than two automo-
biles, and said premises occupied for residence purposes only,
excepting that this shall not exclude usage by Doctors, Dentists,
Lawyers and Real Estate Brokers, and other professional use for
home and office, provided that, exterior architecture of building is
kept residential in appearance.
2. That no shack, shanty or trailer shall be erected or
permitted on said premises.
3. That no unsightly, offensive or objectionable materials
shall be stored or kept on said premises.
4. That no animals, livestock, fowl or chickens may be kept
or maintained on said premises, but a reasonable number of household
pets may be so maintained.

acquired
BEING the same premises ~~described~~ in deed dated January 3,
1972, made by Louise H. DiCesare (formerly Louise A. H. Mullins),
to Joseph P. DiCesare, Sr., and Louise H. DiCesare, husband and
wife, recorded January 6, 1972, in Liber 1895 of Deeds at Page 433,
Orange County Clerk's Office.

21.4

HO ME

Together with the appurtenances and all the estate and rights of the parties of the first part, in and to the said premises.

To have and to hold the premises herein granted unto the parties of the second part, as tenants by the entirety, their heirs and assigns forever.

And said parties of the first part

covenant as follows:

First. That said parties of the first part are
seized of the said premises in fee simple and
have good right to convey the same;

Second. That the parties of the second part shall quietly enjoy the said premises;

Third. That the said premises are free from incumbrances;

Fourth. That the parties of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth. That said parties of the first part
will forever warrant the title to said premises.

Sixth. The grantor S, in compliance with Section 13 of the Lien Law, covenant as follows:
That they will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement, and that they will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the parties of the first part have hereunto set their hand and seal S the day and year first above written

In the Presence of:

Joseph P. DiCesare Jr. (L.S.)
Joseph P. DiCesare, Sr.
Louise H. DiCesare (L.S.)
Louise H. DiCesare

State of New York,
County of ORANGE

SS.:

On the 17th day of August, nineteen hundred and
Seventy-three before me personally came JOSEPH P. DICESARE, SR. and LOUISE
H. DICESARE, to me known
to be the individual S described in, and who executed, the foregoing instrument, and
acknowledged that they executed the same.

Susie Margiotti
Notary Public

LIBER 1952 PG 435

SUSIE MARGIOTTI
Notary Public in the State of New York
Residence on Appointment — Orange County
Commission Expires March 30, 1974

H0 m5

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

98-04.

Date: 1/27/98.

I. Applicant Information:

- (a) EDWIN J. METZGER 81 HUDSON DR. 562-2258
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) R-4 81 HUDSON DR. 25-2-2 1/4 Ac.
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? R-5
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? 1993
- (e) Has property been subdivided previously? no
- (f) Has property been subject of variance previously? no
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? no
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: no
- _____
- _____
- _____

IV. Use Variance.

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____
- _____
- _____
- _____

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes _____ No _____.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section ~~48~~, Table of ~~48~~ Regs., Col. ~~48-14~~.

48-14 C.(1)(c)(1)

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
PLEASE SEE ENCLOSED		
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

PLEASE SEE ENCLOSED

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: N/A.

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. N/A.

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

(b) Variance: Granted (____) Denied (____)

(c) Restrictions or conditions: _____

_____.

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

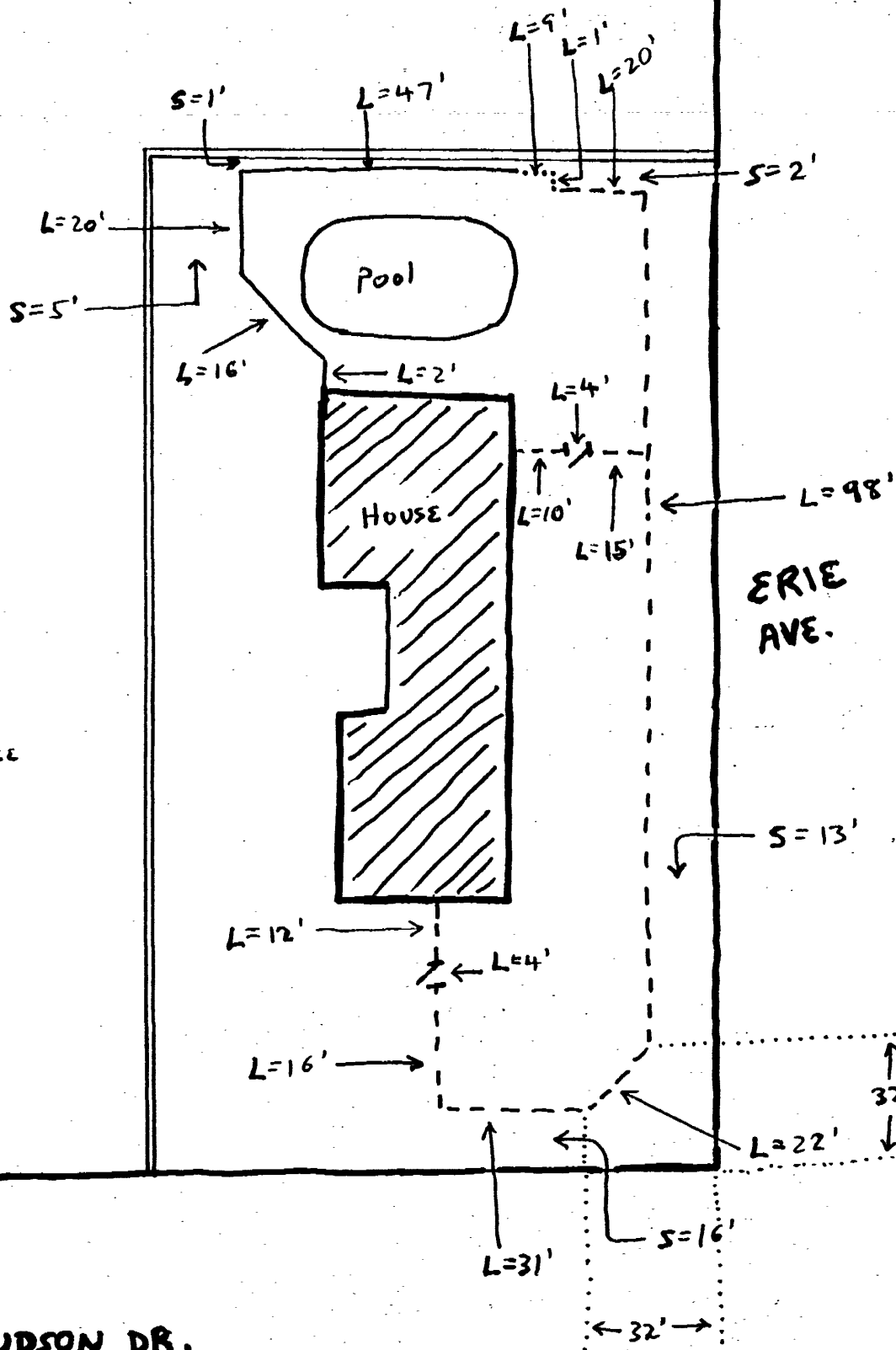
The variance requested is for a fence six feet in height forward of the house towards the roads. The necessity is due to having an in-ground swimming pool (building permit issued by New Windsor prior to installation) and the law regarding such requiring a fence at least five feet high, but not higher than four feet (this is not a typographical error). Thus, the fault is that of circumstance, not the homeowners'.

The requested fence is vastly hidden by shrubbery which we had planted to make more pleasant an appearance of the fence. The fence has been in existence for over 20 years and no-one has complained. In fact, compliments have been received from MANY people in New Windsor regarding the appearance of the property.

In that the property value is increased by having the fence and shrubbery, the value of all other properties in the immediate vicinity, of necessity, are increased.

Environmental conditions would be improved, if anything, by the existence of the shrubbery which hides the fence.

The variance would not be substantial even if the fence were visible.



KEY

- 1- NOT TO SCALE
- 2- // = PROPERTY LINE
- 3- / = 6' STOCKADE FENCE
- 4- - · - = PROPOSED 6' STOCKADE FENCE
- 5- - · · - = PROPOSED 6' CHAIN LINK FENCE
- 6- "S" = SETBACK
- 7- "L" = LENGTH

HUDSON DR.

Date 1/19/98, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth DR.

168 N. Drury Lane

..... Newburgh, N.Y. 12550

DATE			CLAIMED	ALLOWED
1/12/98		Zoning Board Mtg	75 00	
		Misc - 2		
		Waltke - 6		
		Frieuman - 7		
		Metzger - 4 18.00		
		Russland - 5		
		Watilbon - 3		
		Kirk - 4	139 50	
		31		
			214 50	

METZGER, EDWIN

MR. NUGENT: Request for existing 6 ft. fence which projects closer to the road than principal residence on a corner lot at 81 Hudson Drive in an R-4 zone.

Dr. Edwin Metzger appeared before the board for this proposal.

DR. METZGER: Right, thank you, we have an inground swimming pool on this corner lot, there are two laws that prompt me to be here. The first one says that the fence has to be at least five feet tall when there's an in-the-ground swimming pool involved. The other law says that any fence closer to the road than the house can't be more than four feet tall. And I was told by usually reliable sources, Mr. Babcock, that I should come to you for advice as to what to do about this, a variance or whatever I need to do.

MR. BABCOCK: Mr. Chairman, he's really in a catch 22, he has an inground pool which the Town Code requires a five foot fence. His pool is even with the front of his house. He's on a corner lot was the other problem for him. To surround that pool with a fence, which is five foot high, it now puts the fence in the front yard which makes it illegal.

MR. KRIEGER: Only four foot is permitted?

MR. BABCOCK: Yes.

MR. REIS: May I disclose to the board that I am involved with the sale of Dr. Metzger's property, okay, I feel that unless you feel otherwise, I should be able to vote on it.

MR. NUGENT: Do you feel you can make an impartial--

MR. REIS: Absolutely.

MR. NUGENT: I don't have any problem with it.

MS. OWEN: No, not at all.

MR. NUGENT: I also happen to know the piece of property, I have done some work for the Metzgers and I know the situation he's got his pool is actually in the rear yard.

MR. BABCOCK: Mr. Chairman, also if you were to drive passed this house from the outside, it's very hard to even tell that there's a fence there because of the shrubbery that is grown up around the fence. From the inside, you can see the fence but from the outside, it's very difficult.

MR. REIS: Mr. Chairman, are you looking for opinions or how do you want to approach this?

MR. NUGENT: I'm not sure how we should handle this because of the, first of all, that fence has been up for a long, long time.

DR. METZGER: Yes, yes, it has, the pool went in in 1975.

MR. NUGENT: Over 20 years. It's a corner lot which makes it very difficult to start with, I just think we should set him up for a public hearing.

MR. KRIEGER: I think what you should have is an interpretation because of the closeness of the date if he can establish that it pre-existed the requirement of the statute, then nothing further is needed. If not, an area variance because it's not a use, it's an area so he'd be allowed to use his fence.

MR. REIS: Is there any indication in the records Michael that this pre-exists code?

MR. BABCOCK: Yeah, I, we believe there are records that it does not pre-exist and that is why he's here tonight.

DR. METZGER: Can I ask what the date of the code is?

MR. BABCOCK: 1966. There was some confusion through the '70's of whether a fence around a pool had to be four or five foot. State law is four foot. The Town

of New Windsor law is five foot. And it's more restrictive. So you have to follow the more restrictive rule.

MR. NUGENT: It has the five foot just closer to the road.

MR. BABCOCK: Actually, he has a six foot, you know, and for it to be around the pool, which is required, puts it in the front yard which is not allowed to be.

MR. REIS: Counsel's opinion is that a straightforward variance?

MR. KRIEGER: Interpretation and/or variance, if the applicant submitted the evidence that it pre-exists that then we should be able to do so. If he can't do that, but unlike the other one, it's an interpretation or area variance, not a use, lower hurdle.

MR. REIS: Can't produce evidence that it pre-exists?

MR. KRIEGER: Well, the building inspector has indicated that he doesn't. So then it would be an area variance, yes, same procedure so.

MS. OWEN: I make a motion that we set Dr. Metzger up for a public hearing for his six foot fence for an area variance.

MR. REIS: Second it.

ROLL CALL

MS. OWEN	AYE
MR. REIS	AYE
MR. NUGENT	AYE

MS. BARNHART: You have the paperwork?

DR. METZGER: Yes.

MR. KRIEGER: Couple things, first of all, these are the criteria that the state has indicated that the zoning board must follow, if you would address yourself

to those criteria in presenting your application, that would be helpful. Secondly, please measure the fence. If you ask for a variance and it's an inch short, you're up a very familiar waterway without a means of propulsion.

DR. METZGER: I understand that too.

MR. KRIEGER: You want to make sure that you ask for what you need considering that the fence is there, it's an easy enough matter, be sure and measure the fence at its highest point or where there is the most fence from the ground, so you're clear.

MR. REIS: Might want to supply the board with the people that are not here pictures of the front and side yard, would be helpful.

DR. METZGER: Will do.

MR. KRIEGER: And I would like to look at the deed and title policy at the time of the closing. I don't need copies. At the time of the hearing, I will give them right back to you, I just have to look at them.

DR. METZGER: Deed and title?

MR. KRIEGER: Yes.

DR. METZGER: I don't know what these things mean, I will have Danny Bloom do it for me, I do one thing well, this isn't it.

MR. KRIEGER: I'm sure if Dan has any questions, he will call me. I doubt that he will, he's pretty familiar with this stuff.

DR. METZGER: Right, I was hoping for that.

MR. KRIEGER: Off the record.

(Discussion was held off the record)